

1
2
3
4
5
6
7
8
9
10 UNITED STATES DISTRICT COURT
11 DISTRICT OF NEVADA
12

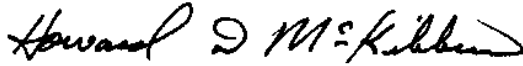
13 VERIS GOLD USA INC.,) 3:13-cv-00009-HDM-VPC
14 Plaintiff,)
15 vs.) ORDER
16 HEYL & PATTERSON, INC., and DOES)
17 1-10,)
18 Defendants.)
_____)

19 In its amended complaint, plaintiff has removed its request
20 for damages "due to the purchase price, repair costs, lost
21 production and replacement costs" in response to the defendant's
22 proper assertion that the contract that is the subject of this
23 action precludes consequential damages. Defendant now objects to
24 the use of the word "special" in plaintiff's prayer for relief.
25 Clearly the plaintiff is not permitted to recover special damages
26 in the form of consequential damages under the terms of the
27 contract. Therefore, to the extent that the plaintiff may still be
28 seeking consequential damages in its complaint, the defendant's

1 motion (#23) is **GRANTED**. To the extent plaintiff may be seeking
2 "special" damages that are not precluded by the contract, the
3 motion is denied without prejudice to renew upon the completion of
4 discovery.

5 IT IS SO ORDERED.

6 DATED: This 13th day of March, 2013.

7 
8

9 UNITED STATES DISTRICT JUDGE
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28